

United States
8
Circuit Court of Appeals
For the Ninth Circuit.

LOGAN BILLINGSLEY,

Plaintiff in Error,
vs.

THE UNITED STATES OF AMERICA,
Defendant in Error.

Transcript of Record.

Upon Writ of Error to the United States District Court of
the Western District of Washington, Northern Division.

Filed

AUG 16 1917

F. D. Monckton,
Clerk.

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Circuit Court of Appeals
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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in *italic*; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in *italic* the two words between which the omission seems to occur.]

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*In the District Court of the United States for the
Western District of Washington, Northern Di-
vision.*

No. 3500.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

LOGAN BILLINGSLEY and FRED BILLINGS-
LEY,

Defendants.

Names and Addresses of Counsel.

WALTER B. ALLEN, Esq., Attorney for Defend-
ants and Plaintiffs in Error,

521 Lyon Building, Seattle, Washington.

Messrs. BELL & HODGE, Attorneys for Defend-
ants and Plaintiffs in Error,

New York Block, Seattle, Washington.

CLAY ALLEN, Esq., U. S. Attorney, Attorney for
Plaintiff and Defendant in Error. [1*]

*Page-number appearing at foot of page of original certified Transcript
of Record.

*United States District Court, Western District of
Washington, Northern Division.*

November Term, 1916.

No. 3500.

UNITED STATES OF AMERICA,

Plaintiff,

v.

LOGAN BILLINGSLEY, *alias* FRED ADAMS,
alias JOE BUSH, FRED BILLINGSLEY,
WILLIAM H. PIELOW and WILLIAM
FRAZIER,

Defendants.

Indictment.

The United States of America,
Western District of Washington,
Northern Division,—ss.

The grand jurors of the United States of America,
duly selected, impaneled, sworn and charged to in-
quire within and for the Northern Division of the
Western District of Washington upon their oaths
present:

That on the first day of March, A. D. one thousand
nine hundred and sixteen, one Logan Billingsley,
and one Fred Billingsley, late of the city of Seattle,
in the county of King, State of Washington, were
conducting a so-called drug-store, known as and
called the Stewart Street Pharmacy, at 109 Stewart
Street in the city of Seattle and State of Washing-
ton, for the ostensible purpose of selling and dis-

dispensing drugs and other articles of merchandise to sundry persons, firms and corporations, comprising the public in general, whom they might interest in their drug articles, goods, wares and merchandise, in the city of Seattle, and State of Washington.

That on the first day of May, A. D. one thousand nine hundred and sixteen, one Logan Billingsley, and one [2] Fred Billingsley, late of the city of Seattle, in the county of King, State of Washington, were conducting a so-called drug-store known as and called the Night and Day Drug Company, or Night and Day Pharmacy, a more particular name being to the grand jurors unknown, at 1525 Third Avenue in the city of Seattle, and State of Washington, for the ostensible purpose of selling and dispensing drugs and other articles of merchandise to sundry persons, firms and corporations, comprising the public in general, whom they might interest in their drug articles, goods, wares and merchandise, in the city of Seattle, and State of Washington.

That during all the time herein mentioned, one William Frazier, late of the city of Seattle, in the county of King, State of Washington, was engaged in the transfer and drayage business in the said city of Seattle and was during the times herein mentioned employed by said Logan Billingsley and by said Fred Billingsley to act as the Frazier Transfer Company, for the purpose of transferring and draying the necessary property and more particularly the whiskey, beer and spirituous liquors used in the transaction of the business of said Logan Billingsley and said Fred Billingsley as herein described, and

as such at all times herein mentioned acted for and on behalf of said Billingsleys in the execution of all plans and in the furtherance of their said business, both in conjunction with said Billingsleys and in the interest and behalf of him, the said William Frazier.

That during all the time herein mentioned, one William H. Pielow was employed by the said Logan Billingsley, [3] one of the conspirators herein, to act as the transfer and drayman in the transaction of the business of said Logan Billingsley and said Fred Billingsley as herein described, and was so engaged under the name of and called The Pielow Transfer Company, and as such at all times herein mentioned acted for and on behalf of said Billingsleys in the execution of all plans and in the furtherance of their said business, both in conjunction with said Billingsleys and independently in the interest and behalf of said Billingsleys and in the interest and behalf of him, the said William H. Pielow.

That at all times herein mentioned the Jesse Moore Hunt Company was a corporation organized and existing under and by virtue of the laws of the State of California with its principal place of business in the city of San Francisco in said State of California, and was engaged in the business, among other things, of buying and selling whiskey, beer and other spirituous liquors at San Francisco, in the State of California, and were shippers of said liquors in interstate commerce, and as such, shipped a large amount of whiskey, beer and other spirituous liquors to Seattle, Washington, and to Port Stanley, Washington, from San Francisco, in the State of

California, and to other places in the United States, in interstate commerce over various lines of railroad, and steamship lines, to divers and sundry consignees to the grand jurors unknown. That Harry C. Hunt was President of said corporation and that Edward P. Baker was Manager of said corporation, and as such were officers, agents, servants and employees of said corporation as aforesaid. [4]

That during all the times herein mentioned, one Charles Young, late of the city of Seattle, in the county of King, State of Washington, was an agent, servant and employee of the said Jesse Moore Hunt Company, that is to say, salesman thereof in the prosecution of the business of the said Jesse Moore Hunt Company, as herein described, and as such at all times herein mentioned acted for and on behalf of the said Jesse Moore Hunt Company, in the execution of all plans and in the furtherance of said business both in conjunction with said Jesse Moore Hunt Company, and independently, in the interest and behalf of said corporation, and independently and in the interest and behalf of the said Billingsleys, and in the interest and behalf of him, the said Charles Young.

That on or about the first day of March, A. D. one thousand nine hundred and sixteen, at Seattle, King County, Washington, in the said division and district the said Logan Billingsley, the said Fred Billingsley and the said William Frazier and said William H. Pielow, unlawfully, feloniously, knowingly and corruptly did conspire, combine, confeder-

ate and agree with each other and with the said Jesse Moore Hunt Company, said Charles Young, said Edward P. Baker, and said Harry C. Hunt, agents, servants and employees for the firm of the Jesse Moore Hunt Company, a corporation, aforesaid, and acting for and on behalf of the said corporation, Jesse Moore Hunt Company, shipper of said whiskey, beer and spirituous liquor in interstate commerce as aforesaid, and conspiring, confederating and agreeing with divers and sundry other persons to the grand jury unknown, to commit an offense against the [5] United States, that is to say, the offense of making false entries in the records and memoranda kept by carriers, and by the means and device of falsifying the record, accounts and memoranda kept by carriers, more particularly the bill of lading of The Southern Pacific Company, a corporation, theretofore organized and during all the times mentioned in this indictment, existing under and by virtue of the laws of the State of Kentucky, and also the shipping instructions kept by said The Southern Pacific Company, corporation, common carrier, engaged in the transportation of property wholly by railroad, over its line and route, under contracts, agreements and arrangements with another connecting railroad company, to wit, the Oregon-Washington Railroad & Navigation Company, a corporation, theretofore organized and then existing under and by virtue of the laws of the State of Oregon, for the continuous carriage and shipment by railroad in interstate commerce from one state

of the United States, to other of those states, to wit, from San Francisco in the State of California to Seattle in the State of Washington, and also the delivery receipt kept by the said Oregon-Washington Railroad & Navigation Company at the city of Seattle, in the State of Washington, for the delivery of said shipment, each of which said railroad corporations, common carriers, were during all the times herein mentioned subject to the provisions of the Act of Congress approved February 4, 1887, entitled, "An Act to Regulate Commerce," and of the acts amendatory thereof and supplementary thereto. That as a part of said conspiracy and in forwarding and carrying out the same, the said Logan Billingsley, in Seattle aforesaid, entered into an oral agreement with the [6] said Jesse Moore Hunt Company, merchant and shipper in interstate commerce as aforesaid, by and through the said Charles Young, agent, servant and employee of said Jesse Moore Hunt Company, whereby the said Jesse Moore Hunt Company would thereafter ship to them, the said Logan Billingsley and said Fred Billingsley, over the railroad lines as aforesaid, in interstate commerce from San Francisco aforesaid, to Seattle aforesaid, shipments of liquor as thereafter ordered by them, the said Logan Billingsley and the said Fred Billingsley; that upon arrival of the said shipments in Seattle, deliveries were to be made to the transfer and drayage companies which were also to be thereafter designated by the, the said Logan Billingsley and the said Fred Billingsley; that the said Jesse Moore Hunt Company should make out and deliver

to said The Southern Pacific Company shipping directions as furnished by the, the said Logan Billingsley and said Fred Billingsley; that the said Jesse Moore Hunt Company should consign the same to the fictitious names of Ket Pharmacy, Raymer Pharmacy, Arket Pharmacy, Quail Pharmacy and Cherry Drug Company, and receive from the said The Southern Pacific Company a bill of lading for the shipments consigned to the last aforesaid pharmacies alleged to have been located in the city of Seattle; that the said Jesse Moore Hunt Company was to falsely note upon the shipping instructions kept by the said The Southern Pacific Company, that the said shipments of liquor were consigned to registered pharmacists in good standing; that the Jesse Moore Hunt Company should place upon the containers of the said liquor a false permit supposed to have been theretofore [7] issued by and through the County Auditor of King County Washington, theretofore lawfully authorized to issue such permits, all of which were requirements that the said conspirators and each of them well knew were necessary to conform to and abide by the laws of the State of Washington, and the requirements of the said corporation common carriers and was necessary in order to effect the object of the said conspiracy to have the said corporation common carriers, immediately upon delivery of the said shipments of liquor, so designate upon the said shipping instructions received by them, transport the same to the said fictitious consignees as aforesaid in the city of Seattle in the State of Washington and there deliver the same

to the said transfer companies as directed upon the shipping instructions by the said Jesse Moore Hunt Company and designated by them, the said Logan Billingsley and Fred Billingsley, so that as a result of said unlawful conspiracy and all of the acts done as aforesaid by the various parties to said conspiracy the said Jesse Moore Hunt Company, shippers in interstate commerce as aforesaid, and said William Frazier and said William H. Pielow might make false entries in the record and memoranda kept by said common carriers and by the means and device of falsifying the records, accounts and memoranda of the said common carriers in interstate commerce as aforesaid, from San Francisco, in the State of California, to Seattle, in the State of Washington.

And the grand jurors aforesaid, upon their oaths aforesaid, do further present: That afterwards, to wit, throughout the months of March, April, May, June, July, August and September, one thousand nine hundred and sixteen, [8] and from time to time, the Jesse Moore Hunt Company acting for and on behalf of the said Logan Billingsley and Fred Billingsley, and for itself, and in furtherance of said unlawful conspiracy and to effect the object of the same, did deliver large quantities of whiskey, beer and spirituous liquors to said The Southern Pacific Company for transportation to the said Logan Billingsley and the said Fred Billingsley, and did deliver to and furnish said The Southern Pacific Company, with false, trumped-up and fictitious shipping directions for the same, the exact nature of all of which, and the exact quantities of all of which

said liquors, as well as the exact dates of all of the said shipments, are to the grand jurors unknown; that immediately upon and in pursuance of such shipping directions so falsified by said Jesse Moore Hunt Company, as a result of said unlawful conspiracy, confederation and agreement, said The Southern Pacific Company and the said connecting railroad company, transported said shipments of whiskey, beer and spirituous liquors to the false, fictitious and trumped-up consignees in the city of Seattle, State of Washington, in interstate commerce as aforesaid; that as a further part of said unlawful conspiracy and in forwarding and carrying out the object of the same, the said Jesse Moore Hunt Company did designate upon the said shipping instructions so furnished The Southern Pacific Company and said Oregon-Washington Railroad & Navigation Company that the said whiskey, beer and spirituous liquors was to be delivered to the said fictitious pharmacies in the city of Seattle, that the said fictitious pharmacies, were registered pharmacists in good standing in the city of [9] Seattle, and that upon arrival in the said city of Seattle were to be delivered to the said fictitious pharmacists by the Pielow Transfer Company and said Frazier Transfer Company.

And the grand jurors aforesaid, upon their oaths aforesaid, do further present: That afterwards, to wit, throughout the months of March, April, May, June, July, August and September, one thousand nine hundred and sixteen, and from time to time, the said Pielow Transfer Company and said Frazier

Transfer Company acting for and on behalf of said Logan Billingsley and said Fred Billingsley, and for themselves, and acting through and by the said William H. Pielow and William Frazier and in furtherance of said unlawful conspiracy and to effect the object of the same did receive at Seattle, the delivery of the said large quantities of whiskey, beer and spirituous liquors, so delivered to the said The Southern Pacific Company, by the Jesse Moore Hunt Company, and by them transported in interstate commerce from San Francisco aforesaid to Seattle aforesaid over its line and the lines of said Oregon-Washington Railroad & Navigation Company and so consigned to the said false, trumped-up and fictitious pharmacists, and did thereupon falsely receipt to the said Oregon-Washington Railroad & Navigation Company and make a false entry in the records and memoranda kept by said Oregon-Washington Railroad & Navigation Company and by the means and device of falsifying the record, accounts and memoranda of said Oregon-Washington Railroad & Navigation Company in this, that the said William H. Pielow, said William Frazier, as a part of said unlawful conspiracy, confederation and [10] agreement and to effect the object of the same falsely signed the delivery orders kept by the railroad company.

And the grand jurors aforesaid, upon their oaths aforesaid, do further present: That further in pursuance of the said unlawful conspiracy, confederation and agreement, and to effect the object of the

same, the said Jesse Moore Hunt Company on or about the third day of July, A. D. one thousand nine hundred and sixteen, at San Francisco aforesaid, unlawfully and feloniously did enter upon the record and memoranda kept by the said The Southern Pacific Company that the said Raymer Pharmacy was a registered pharmacist in good standing, a copy of which said record and memoranda is in the following words and figures, to wit: [11]

Uniform Bill of Lading—Standard form of Straight Bill of Lading approved by the Interstate Commerce Commission by Order No. 787 of June 27, 1908, including provisions to conform with the requirements of the Cummins Amendment to the Act to Regulate Commerce, effective June 2, 1915.

STRAIGHT BILL OF LADING — ORIGINAL—
NOT NEGOTIABLE.

Shippers No. —

SHIPPING ORDER, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading by

SOUTHERN PACIFIC COMPANY.

Agents No. —

at San Francisco 7-3-16 191—from

JESSE MOORE HUNT CO.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery

at said destination, if on its road, otherwise to deliver to another carrier on the route to the said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any part of said property, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained (including conditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns.

The Rate of Freight from _____ to _____ is in Cents per
100 lbs.

IF TIMES 1st	IF 1st CLASS	IF 2d CLASS	IF 3d CLASS
IF 4th CLASS	IF 5th CLASS	IF A CLASS	IF B CLASS
IF C CLASS	IF D CLASS	IF E CLASS	IF COMMODITY

(Mail Address—Not for purposes of Delivery.)

Consigned to Raymer Pharmacy

Destination Seattle, Wn. State of _____

So. Pac. to Portland County of _____

Route % No. Pac. Rail. To Car Initial _____ Car No. _____

TERRY AVE. STATION, SEATTLE, WN.

Continued on next page.

No. Pack- ages.	Description of Articles and Special Marks.	Weight (Subject to Correction.)	Class or Rate.	Check Column.
1	Brls. Whiskey	430 Lbs.		
1	Cask Whiskey (Glass)	375 Lbs.		

Consigned to a registered Pharmacist in good standing.

If Charges are to be prepaid, write
or stamp here, "To be prepaid."

.....

Received \$——— to apply in pre-
payment of the charges on the prop-
erty described hereon.

.....

Agent or Cashier.

Per

(The signature here acknowledges
only the amount prepaid.)

Charges Advanced:

\$

..... Agent.

JESSE MOORE HUNT CO.,

Per

Shipper.

Per (Signed) W. Dickson.

(This Bill of Lading is to be signed
by the shipper and agent of the car-
rier, issuing same.)

[13]

And the grand jurors aforesaid, upon their oaths aforesaid, do further present: That further in pursuance of said unlawful conspiracy, confederation and agreement, and to effect the object of the same, the said William H. Pielow on or about the eleventh day of July, A. D. one thousand nine hundred and sixteen, at Seattle, King County, Washington, aforesaid, in the division and district aforesaid, unlawfully and feloniously did enter upon the records and memoranda kept by said Oregon-Washington Railroad & Navigation Company, that the said Pielow Transfer Company would deliver the said

whiskey so shipped as aforesaid to the Raymer Pharmacy, a copy of which false entry is upon the record and memoranda kept by a common carrier, and is in the following words and figures, to wit:

[14]

UNION PACIFIC SYSTEM.

Sea.		2568
Consignee Raymer Phacy.	Station	7-11 1916.
Destination —————	Freight)	
Route Terry Ave. Station.	Bill No.)	

(Point of Origin to Destination)

To OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, Dr.,

For Charges on Articles Transported:

Waybilled From	Waybill Date and No.	Full Name of Shipper.
Friseo, Cal.	7/3-1423	J. M. H. Co.
		Car Initials and No.
		N. P. 27162

Point and Date of Shipment	Connecting Line Reference
----------------------------	---------------------------

Previous Waybill References	Original Car, Initials and No.
-----------------------------	--------------------------------

Number of Packages,

Articles and Marks.	Weight.	Rate.	Freight.	Advances.	Total.
1 Bbl. Whiskey 4798	430				
1 csk. Whiskey 4890	375				

*Total Prepaid

\$.....

Received pay for the Com-	Total
pany, ————191—	Prepaid
Pielow Trans. Co.	To Collect
Per W. H. Pielow.	Make Checks Payable to the Com-
	pany.

*For use at junction points on freight subject to connecting line settlement.

[15]

And the grand jurors aforesaid, upon their oaths aforesaid, do further present: That further in pursuance of the said unlawful conspiracy, confederation and agreement, and to effect the object of the same, the said Jesse Moore Hunt Company on or about the first day of July, A. D. one thousand nine hundred and sixteen, at San Francisco aforesaid, unlawfully and feloniously did enter upon the record and memoranda kept by the said The Southern Pacific Company that the said Raymer Pharmacy was a registered pharmacist in good standing, a copy of which said record and memoranda is in the following words and figures, to wit: [16]

Uniform Bill of Lading—Standard form of Straight Bill of Lading approved by the Interstate Commerce Commission by Order No. 787 of June 27, 1908, including provisions to conform with the requirements of the Cummins Amendment to the Act to Regulate Commerce, effective June 2, 1915.

STRAIGHT BILL OF LADING—ORIGINAL—
NOT NEGOTIABLE.

Shippers No. —

SHIPPING ORDER, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading by

SOUTHERN PACIFIC COMPANY

Agents No.—

at San Francisco 7-1-16 191— from

JESSE MOORE HUNT CO.

the property described below, in apparent good

order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to the said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any part of said property, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained (including conditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns.

The Rate of Freight from _____ to _____ is in Cents per
100 lbs.

IF TIMES 1st	IF 1st CLASS	IF 2d CLASS	IF 3d CLASS
IF 4th CLASS	IF 5th CLASS	IF A CLASS	IF B CLASS
IF C CLASS	IF D CLASS	IF E CLASS	IF COMMODITY

(Mail Address—Not for purposes of Delivery.)

Consigned to Raymer Pharmacy.

Seattle, Wn.

Destination So. Pac. to Portland

State of _____

% No. Pac.

County of _____

Route Rail to Terry Ave. Station,

Car Initial _____ Car No. _____

Seattle, Wn.

No. Pack- ages.	Description of Articles and Special Marks.	Weight (Subject to Correction.)	Class or Rate.	Check Column.
1	Brls. Whiskey	440 lbs.		
1	Cask Whiskey (16 doz. Pints)			

Consigned to a registered Pharmacist in good standing.

If Charges are to be prepaid, write
or stamp here, "To be prepaid."

.....

Received \$——— to apply in pre-
payment of the charges on the prop-
erty described hereon.

.....

Agent or Cashier.

Per

(The signature here acknowledges
only the amount prepaid.

Charges Advanced:

\$

..... Agent.

JESSE MOORE HUNT CO.,

Per

Shipper.

(This Bill of Lading is to be signed

Per W. Dickson.

by the shipper and agent of the car-
rier, issuing same.)

[18]

And the grand jurors aforesaid, upon their oaths aforesaid, do further present: That further in pursuance of said unlawful conspiracy, confederation and agreement, and to effect the object of the same, the said William Frazier on or about the eleventh day of July, A. D. one thousand nine hundred and sixteen, at Seattle, King County, Washington, aforesaid, in the division and district aforesaid, unlawfully and feloniously did enter upon the records and memoranda kept by said Oregon-Washington Railroad & Navigation Company that the said Frazier Transfer Company would deliver the said whiskey

so shipped as aforesaid to the Raymer Pharmacy, a copy of which false entry is upon the record and memoranda kept by a common carrier, and is in the following words and figures, to wit: [19]

UNION PACIFIC SYSTEM.

2339

Seattle Station 7-11 1916

Freight)

Consignee Raymer Phey.

Bill No.) _____

Destination _____

Route Seattle

(Point of Origin to Destination)

To OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, Dr.,

For Charges on Articles Transported:

Waybilled From Waybill Date and No. Full Name of Shipper.

San Fran. Cal. 7/1/16 50 Jesse Moore Hunt Co.

Car Initials and No.

C. & A. 38498

Point and Date of Shipment

Connecting Line Reference

Number of Packages,

Articles and Marks. Weight. Rate. Freight. Advances. Total.

41 180

1 Bbl. Whiskey 440 25 110

1 Csk. Whiskey 51

16 doz. Pints 400 30 320

—

610

Permit 4796 4864

*Total Prepaid

\$.....

Frazier F. T. Co.,

Total_____

Consignee.

Prepaid_____

To Collect_____

Make Checks Payable to the Company.

*For use at junction points on freight subject to connecting line settlement.

And the grand jurors aforesaid, upon their oaths aforesaid, do further present: That further in pursuance of the said unlawful conspiracy, confederation and agreement, and to effect the object of the same, the said Jesse Moore Hunt Company on or about the twenty-second day of June, A. D. one thousand nine hundred and sixteen, at San Francisco aforesaid, unlawfully and feloniously did enter upon the record and memoranda kept by the said The Southern Pacific Company that the said Ket Pharmacy was a registered pharmacist in good standing, a copy of which said record and memoranda is in the following words and figures, to wit: [21]

Uniform Bill of Lading—Standard form of Straight Bill of Lading approved by the Interstate Commerce Commission by Order No. 787 of June 27, 1908, including provisions to conform with the requirements of the Cummins Amendment to the Act to Regulate Commerce, effective June 2, 1915.

STRAIGHT BILL OF LADING—ORIGINAL—
NOT NEGOTIABLE.

Shippers No. —

SHIPPING ORDER, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading by

SOUTHERN PACIFIC COMPANY.

Agents No. —

at San Francisco 6-22-16 191— from JESSE
MOORE HUNT CO.

the property described below, in apparent good

order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to the said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any part of said property, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained (including conditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns.

The Rate of Freight from _____ to _____ is in Cents per
100 lbs.

IF TIMES 1st	IF 1st CLASS	IF 2d CLASS	IF 3d CLASS
IF 4th CLASS	IF 5th CLASS	IF A CLASS	IF B CLASS
IF C CLASS	IF D CLASS	IF E CLASS	IF COMMODITY

(Mail Address—Not for purposes of Delivery.)

Consigned to Ket. Pharmacy

Destination _____ State of _____

! County of _____.

Route Seattle, Wn. Car Initial _____ Car No. _____

Continued on next page.

Logan Billingsley vs.

No. Pack- ages.	Description of Articles and Special Marks.	Weight (Subject to Correction.)	Class or Rate.	Check Column.
2	Brls. Whiskey	840 Lbs.		

Consigned to a registered pharmacy in good standing.

If Charges are to be prepaid, write
or stamp here, "To be prepaid."

Received \$—— to apply in pre-
payment of the charges on the prop-
erty described hereon.

Agent or Cashier.

Per

(The signature here acknowledges
only the amount prepaid.

Charges Advanced:

\$

..... Agent.

Per

(This Bill of Lading is to be signed
by the shipper and agent of the car-
rier, issuing same.)

JESSE MOORE HUNT CO.,

Shipper.

Per (Signed) W. Dickson.

[23]

And the grand jurors aforesaid, upon their oaths aforesaid, do further present: That further in pursuance of said unlawful conspiracy, confederation and agreement, and to effect the object of the same, the said William Frazier on or about the twenty-eighth of June, A. D. one thousand nine hundred and sixteen, at Seattle, King County, Washington, aforesaid, in the division and district aforesaid, unlawfully and feloniously did enter upon the records and memoranda kept by said Oregon-Washington Railroad & Navigation Company that the said Frazier Transfer Company would deliver the said whiskey so shipped as aforesaid to the Ket Pharmacy,

a copy of which false entry is upon the record and memoranda kept by a common carrier, and is in the following words and figures, to wit: [24]

UNION PACIFIC SYSTEM.

Sea.	System	6/28	1916
	Freight)		
Consignee Ket. Phcy.	Bill No.)	_____	
Destination _____			
Route _____			

(Point of Origin to Destination)

To OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, Dr.,

For Charges on Articles Transported:

Waybilled From	Waybill Date and No.	Full Name of Shipper.
San Fran.	6/23 SP8146	J. Moore H. Co.

Car Initials and No.

U. N. P. 78182

Point and Date of Shipment	Connecting Line Reference
----------------------------	---------------------------

Previous Waybill References	Original Car, Initials and No.
-----------------------------	--------------------------------

Number of Packages,

Articles and Marks.	Weight.	Rate.	Freight.	Advances.	Total.
---------------------	---------	-------	----------	-----------	--------

2 Brl. Whiskey	785				
----------------	-----	--	--	--	--

Per 4915-16

*Total Prepaid

\$

Frazier C. T. Co.

Total_____

Consignee.

Prepaid_____

To Collect_____

Make Checks Payable to the Company.

*For use at junction points on freight subject to connecting line settlement.

COUNT II.

And the grand jurors aforesaid, upon their oaths aforesaid, do further present:

That on the first day of March, A. D. one thousand nine hundred and sixteen, one Logan Billingsley and one Fred Billingsley, late of the city of Seattle, in the County of King, State of Washington, were conducting a so-called drug-store, known as and called the Stewart Street Pharmacy, at 109 Stewart Street in the city of Seattle, and State of Washington, for the ostensible purpose of selling and dispensing drugs and other articles of merchandise to sundry persons, firms and corporations, comprising the public in general, whom they might interest in their drug articles, goods, wares and merchandise, in the city of Seattle, and State of Washington.

That on the first day of May, one thousand nine hundred and sixteen, one Logan Billingsley and one Fred Billingsley, late of the city of Seattle, in the County of King, State of Washington, were conducting a so-called drug-store, known as and called the Night and Day Drug Company, or the Night and Day Pharmacy, a more particular name being to the grand jurors unknown, at 1525 Third Avenue in the city of Seattle, and State of Washington, for the ostensible purpose of selling and dispensing drugs and other articles of merchandise to sundry persons, firms and corporations, comprising the public in general, whom they might interest in their drug articles, goods, wares and merchandise, in the city of Seattle, and State of Washington.

That during all the time herein mentioned one William Frazier, late of the city of Seattle, in the county [26] of King, State of Washington, was engaged in the transfer and drayage business in the said city of Seattle and was during the times herein mentioned employed by said Logan Billingsley and by said Fred Billingsley to act as the Frazier Transfer Company for the purpose of transferring and draying the necessary property and more particularly the whiskey, beer and spirituous liquors used in the transaction of the business of said Logan Billingsley and said Fred Billingsley as herein described, and as such at all times herein mentioned acted for and on behalf of said Billingsleys in the execution of all plans and in the furtherance of their said business, both in conjunction with said Billingsleys and independently in the interest and behalf of said Billingsleys and in the interest and behalf of him, the said William Frazier.

That during all the times herein mentioned, one William H. Pielow, was employed by the said Logan Billingsley, one of the conspirators herein, to act as the transfer and drayman in the transaction of the business of said Logan Billingsley and said Fred Billingsley as herein described, and was so engaged under the name of and called The Pielow Transfer Company, and as such at all times herein mentioned acted for and on behalf of said Billingsleys in the execution of all plans and in the furtherance of their said business, both in conjunction with said Billingsleys and independently in the interest and behalf of said Billingsleys and in the interest and behalf of

him, the said William H. Pielow.

That at all times herein mentioned the Jesse Moore Hunt Company was a corporation organized and existing under [27] and by virtue of the laws of the State of California with its principal place of business in the city of San Francisco, in said State of California, and was engaged in the business, among other things, of buying and selling whiskey, beer and other spirituous liquors at San Francisco, in the State of California, and were shippers of said liquors in interstate commerce, and as such shipped a large amount of whiskey, beer and other spirituous liquors to Seattle, Washington, from San Francisco, in the State of California, and to other places in the United States, and more particularly into the Territory of Alaska, through the State of Washington, and the Northern Division of the Western District of Washington, in interstate commerce over various lines of railroad, and steamship lines, to divers and sundry consignees to the grand jurors unknown. That Harry C. Hunt was President of said corporation, and that Edward P. Baker was Manager of said corporation, and as such were officers, agents, servants and employees of said corporation as aforesaid.

That during all of the times herein mentioned, one Charles Young, late of the city of Seattle, in the county of King, State of Washington, was an agent, servant and employee of the said Jesse Moore Hunt Company, that is to say, salesman thereof in the prosecution of the business of the said Jesse Moore Hunt Company, as herein described, and as such, at all times herein mentioned acted for and on behalf

of the said Jesse Moore Hunt Company, in the execution of all plans and in the furtherance of said business both in conjunction with said Jesse Moore Hunt Company, and independently and in the interest and behalf of said Billingsleys, and in the interest and behalf of him, the [28] said Charles Young.

That on or about the first day of March, A. D. one thousand nine hundred and sixteen, at Seattle, King County, Washington, in the said division and district, the said Logan Billingsley, the said Fred Billingsley and the said William Frazier and said William H. Pielow, unlawfully, feloniously, knowingly and corruptly did conspire, confederate and agree with each other and with the said Jesse Moore Hunt Company, said Charles Young, said Edward P. Baker, and said Harry C. Hunt, agents, servants and employees for the firm of the Jesse Moore Hunt Company, a corporation, aforesaid, and acting for and on behalf of the said corporation, Jesse Moore Hunt Company, shipper of said whiskey, beer and spirituous liquor in interstate commerce as aforesaid, and conspiring, confederating, and agreeing with divers and sundry other persons to the grand jury unknown, to commit an offense against the United States, that is to say, the offense of making false entries in the records and memoranda kept by carriers, and by the means and device of falsifying the record, accounts and memoranda kept by carriers, more particularly the bill of lading of The Southern Pacific Company, a corporation, theretofore organized and during all times mentioned in this indictment, existing under and by virtue of the laws of the State of

Kentucky, and also the shipping instructions kept by said The Southern Pacific Company, corporation, common carrier, engaged in the transportation of property wholly by railroad, over its line and route, under contracts, agreements and arrangement with another connecting railroad company, to wit, the Oregon-Washington Railroad and Navigation Company, a corporation, theretofore [29] organized and existing under and by virtue of the laws of the State of Oregon, for the continuous carriage and shipment by railroad in interstate commerce from one State of the United States, to other of those States, to wit, from San Francisco, in the State of California, to Seattle, in the State of Washington, and also the delivery receipt kept by the said Oregon-Washington Railroad and Navigation Company at the city of Seattle, in the State of Washington, for the delivery of said shipment to the transfer and drayage companies, each of which said railroad corporations, common carriers, were, during all the times herein mentioned, subject to the provisions of the Act of Congress approved February 4, 1887, entitled, "An Act to Regulate Commerce," and of the acts amendatory thereof and supplementary thereto. That as a part of said conspiracy and in forwarding and carrying out the same, the said Logan Billingsley, in Seattle aforesaid, entered into an oral agreement with the said Jesse Moore Hunt Company; merchant and shipper, in interstate commerce as aforesaid by and through the said Charles Young, agent, servant and employee of said Jesse Moore Hunt Company, whereby the said Jesse Moore Hunt

Company would thereafter ship to them, the said Logan Billingsley and said Fred Billingsley, over the railroad lines as aforesaid in interstate commerce from San Francisco aforesaid, to Seattle aforesaid, shipments of liquor as thereafter ordered by the, the said Logan Billingsley and the said Fred Billingsley; that upon arrival of the said shipments in Seattle, deliveries were to be made to the transfer and drayage companies which were also to be thereafter designated by them, the said Logan Billingsley and the said Fred [30] Billingsley; that the said Jesse Moore Hunt Company should make out and deliver to said The Southern Pacific Company shipping directions as furnished by them, the said Logan Billingsley and said Fred Billingsley; that the said Jesse Moore Hunt Company should consign the same to the names of John Amber, McCarthy, Alaska; Pete Carlson, Juneau, Alaska; James Brennan, Petersburg, Alaska; Tim Vogel, Haines, Alaska; Cain Hotel Co., Juneau, Alaska, and receive from the said The Southern Pacific Company a bill of lading for the shipments consigned to the last aforesaid consignees located in Alaska; that the said Jesse Moore Hunt Company was to falsely note upon the shipping instructions kept by the said The Southern Pacific Company, that the said shipments of liquor were consigned to and intended for said consignees in said Alaska; that the Jesse Moore Hunt Company should place upon the bills of lading and shipping instructions, the names of the consignees and destination, well knowing that said shipments were not intended to be shipped to Alaska, all of which were

requirements that the said conspirators and each of them well knew were necessary in order to comply with the rules and regulations of the said corporation common carriers, and was necessary in order to effect the object of the said conspiracy to have the said corporation common carriers immediately upon delivery of the said shipments of liquor, so designate upon the said shipping instructions received by them, transport the same to the said consignees as aforesaid in the said Territory of Alaska, and at the city of Seattle, in the State of Washington, deliver the same to the said transfer companies as directed upon the shipping instructions [31] by the said Jesse Moore Hunt Company and designated by them the said Logan Billingsley and Fred Billingsley, so that as a result of said unlawful conspiracy and all of the acts done as aforesaid by the various parties to said conspiracy the said Jesse Moore Hunt Company, shippers in interstate commerce as aforesaid, and said William Frazier and said William H. Pielow might make false entries in the record and memoranda kept by said common carriers and by the means and device of falsifying the records, accounts and memoranda of the said common carriers in interstate commerce as aforesaid, from San Francisco, in the State of California, to Seattle, in the State of Washington.

And the grand jurors aforesaid, upon their oaths aforesaid, do further present: That afterwards, to wit, throughout the months of July, August and September, A. D. one thousand nine hundred and sixteen, and from time to time, the Jesse Moore Hunt

Company acting for and on behalf of the said Logan Billingsley and Fred Billingsley, and for itself, and in furtherance of said unlawful conspiracy and to effect the object of the same, did deliver large quantities of whiskey, beer and spirituous liquors to said The Southern Pacific Company for transportation to the said Logan Billingsley and the said Fred Billingsley, and did deliver to and furnish said The Southern Pacific Company, with false, trumped-up and fictitious shipping directions for the same, the exact nature of all of which, and the exact quantities of all of which said liquors, as well as the exact dates of all of the said shipments, are to the grand jurors, unknown; that immediately upon and in pursuance of such shipping directions so falsified [32] by said Jesse Moore Hunt Company, as a result of said unlawful conspiracy, confederation and agreement said The Southern Pacific Company and the said connecting railroad company, transported said shipments of whiskey, beer, and spirituous liquors to the false, fictitious and trumped-up consignees and destinations to the city of Seattle, State of Washington, in interstate commerce as aforesaid, and there delivered the same to said transfer and drayage companies for transfer to the steamship line for continued shipment and carriage to Alaska aforesaid.

And the grand jurors aforesaid, upon their oaths aforesaid, do further present: That afterwards, to wit, throughout the months of July, August, and September, A. D. one thousand nine hundred and sixteen, and from time to time, the said Pielow Transfer Company and said Frazier Transfer Company acting

for and on behalf of said Logan Billingsley and said Fred Billingsley and for themselves, and acting through and by the said William H. Pielow, and William Frazier, and in furtherance of said unlawful conspiracy and to effect the object of the same did receive at Seattle, the delivery of the said large quantities of whiskey, beer and spirituous liquors, so delivered to the said The Southern Pacific Company, by the Jesse Moore Hunt Company, and by them transported in interstate commerce from San Francisco aforesaid to Seattle aforesaid over its line and the lines of said Oregon-Washington Railroad & Navigation Company and so consigned to the said false, trumped-up and fictitious consignees and destinations, and did thereupon falsely receipt to the said Oregon-Washington Railroad & Navigation Company and make a false entry in the records and memoranda kept by [33] said Oregon-Washington Railroad & Navigation Company and by the means and device of falsifying the record, accounts and memoranda of said Oregon-Washington Railroad & Navigation Company in this, that the said William H. Pielow, said William Frazier as a part of said unlawful conspiracy, confederation and agreement, and to effect the object of the same, falsely signed the delivery orders kept by the railroad company.

And the grand jurors aforesaid, upon their oaths aforesaid, do further present: That further in pursuance of the said unlawful conspiracy, confederation and agreement, and to effect the object of the same, the said Jesse Moore Hunt Company on or about the eighth day of September, A. D. one thousand nine hundred and sixteen, at San Francisco,

aforesaid, unlawfully and feloniously did enter upon the record and memoranda kept by the said The Southern Pacific Company, that the said John Amber of McCarthy, Alaska, was the consignee thereof, a copy of which said record and memoranda is in the following words and figures, to wit: [34]

Uniform Bill of Lading—Standard form of Straight Bill of Lading approved by the Interstate Commerce Commission by Order No. 787 of June 27, 1908, including provisions to conform with the requirements of the Cummins Amendment to the Act to Regulate Commerce, effective June 2, 1915.

STRAIGHT BILL OF LADING—ORIGINAL—
NOT NEGOTIABLE.

Shippers No. —

SHIPPING ORDER, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading by

SOUTHERN PACIFIC COMPANY.

Agents No. —.

at San Francisco 9-8-16 191 from JESSE MOORE HUNT CO. the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to the said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any

portion of said route to destination, and as to each party at any time interested in all or any part of said property, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained (including conditions on back hereof) and which are agreed to by the shipper and accepted for himself and assigns.

The Rate of Freight from _____ to _____ is in Cents per
100 lbs.

IF TIMES 1st	IF 1st CLASS	IF 2d CLASS	IF 3d CLASS
IF 4th CLASS	IF 5th CLASS	IF A CLASS	IF B CLASS
IF C CLASS	IF D CLASS	IF E CLASS	IF COMMODITY

(Mail Address—Not for purposes of Delivery.)

Consigned to John Amber State of _____
 Destination McCarthy, Alaska County of _____
 Route c/o Lloyd Transfer Co. Car Initial O. W. R. Car No. 15808
 at Seattle.

c/o O. & W. out of Portland.

Continued on next page.

[35]

No. Pack- ages.	Description of Articles and Special Marks.	Weight (Subject to Correction.)	Class or Rate.	Check Column.
2	Brls. Whiskey	880 lbs.		
20	Large Cases Whiskey			

SMALL CAR ORDERED

SHIPPERS LOAD

R. R. Comt.

If Charges are to be prepaid, write
or stamp here, "To be prepaid."

.....

Received \$_____ to apply in pre-
payment of the charges on the prop-
erty described hereon.

.....

Agent or Cashier.

Per

(The signature here acknowledges
only the amount prepaid.)

Charges Advanced:

\$

..... Agent.

Per

JESSE MOORE HUNT CO.,

Shipper.

Per W. Dickson.

(This Bill of Lading is to be signed
by the shipper and agent of the car-
rier, issuing same.)

[36]

And the grand jurors aforesaid, upon their oaths aforesaid, do further present: That further in pursuance of said unlawful conspiracy, confederation and agreement, and to effect the object of the same, the said W. H. Pielow on or about the fifteenth day of September, A. D. one thousand nine hundred and sixteen, at Seattle, King County, Washington, aforesaid, in the division and district aforesaid, unlawfully and feloniously did enter upon the records and memoranda kept by said Oregon-Washington Railroad & Navigation Company, that the said Pielow Transfer Company would deliver the said whiskey so shipped as aforesaid to the steamship line for continued shipment and transportation to McCarthy, Alaska, a copy of which false entry is upon the records and memoranda kept by a common carrier, and is in the following words and figures, to wit: [37]

UNION PACIFIC SYSTEM.

Seattle, Wn.,	9/15/16.	Station 15008	191—
		Freight)	
Consignee John Amber		Bill No.)	_____
Destination McCarthy, Alaska Care Lloyd Transfer Co., at Seattle.			
Route _____			

(Point of Origin to Destination)

To OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, Dr.,

For Charges on Articles Transported:

Waybilled From	Waybill Date and No.	Full Name of Shipper.
San Fran. Cal.	9-8-16 S. P. 1813	Jesse Moore Hunt Co.

Car Initials and No.

Point and Date of Shipment	Connecting Line Reference
----------------------------	---------------------------

Previous Waybill References	Original Car, Initials and No.
-----------------------------	--------------------------------

Number of Packages,

Articles and Marks.	Weight.	Rate.	Freight.	Advances.	Total.
---------------------	---------	-------	----------	-----------	--------

2 Bbls. Whiskey	880m				
-----------------	------	--	--	--	--

20 Large CS. DO.	6560				
------------------	------	--	--	--	--

Shippers papers attached to W/B

*Total Prepaid

\$

Received payment for the com- Total

pany ————191———

Prepaid

Pielow Transfer Co.

To Collect

Per R. B. Brennan.

Make Checks Payable to the Com-
pany.

*For use at junction points on freight subject to connecting line settlement.

[38]

And the grand jurors aforesaid, upon their oaths aforesaid, do further present: That further in pursuance of the said unlawful conspiracy, confederation and agreement, and to effect the object of the same, the said Jesse Moore Hunt Company on or about the eleventh day of September, A. D. one thousand nine hundred and sixteen, at San Francisco, aforesaid, unlawfully and feloniously did enter upon the record and memoranda kept by the said The Southern Pacific Company that the said James Brennan of Petersburg, Alaska, was consignee thereof, a copy of which said record and memoranda is in the following words and figures, to wit: [39]

Uniform Bill of Lading—Standard form of Straight Bill of Lading approved by the Interstate Commerce Commission by Order No. 787 of June 27, 1908, including provisions to conform with the requirements of the Cummins Amendment to the act to regulate Commerce, effective June 2, 1915.

STRAIGHT BILL OF LADING—ORIGINAL—
NOT NEGOTIABLE.

Shippers No. —

SHIPPING ORDER, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading by

SOUTHERN PACIFIC COMPANY.

Agents No. —

at San Francisco 9/11/16 191— from JESSE
MOORE HUNT CO.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to the said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any part of said property, that every service to be performed hereunder shall be subject to all the conditions whether printed or written, herein contained (including con-

ditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns.

The Rate of Freight from _____ to _____ is in Cents per
100 lbs.

IF TIMES 1st	IF 1st CLASS	IF 2d CLASS	IF 3d CLASS
IF 4th CLASS	IF 5th CLASS	IF A CLASS	IF B CLASS
IF C CLASS	IF D CLASS	IF E CLASS	IF COMMODITY

(Mail Address—Not for purposes of Delivery.)

Consigned to James Brennan

Destination Petersburg

State of Alaska

Route c/o Lloyd Transfer Co.

County of

c/o O. & W. out of Portland at Seattle.

Car Initial U. P. Car No. 95347

Continued on next page.

[40]

No. Pack- ages.	Description of Articles and Special Marks.	Weight (Subject to Correction.)	Class or Rate.	Check Column.
-----------------------	---	---------------------------------------	----------------------	------------------

34 Large Cases Whiskey

2 Barrels Whiskey

SMALL CAR ORDERED

Prepay to Seattle.

Shippers load and R. R. cont.

If Charges are to be prepaid, write
or stamp here, "To be prepaid."

.....

Received \$_____ to apply in pre-
payment of the charges on the prop-
erty described hereon.

.....

Agent or Cashier.

Per

(The signature here acknowledges
only the amount prepaid.

Charges Advanced:

\$

..... Agent.

Per

JESSE MOORE HUNT CO.,

Shipper. (This Bill of Lading is to be signed
by the shipper and agent of the car-
rier, issuing same.)

Per W. Dickson.

[41]

And the grand jurors aforesaid, upon their oaths aforesaid, do further present: That further in pursuance of said unlawful conspiracy, confederation and agreement, and to effect the object of the same, the said William Frazier on or about the nineteenth day of September, A. D. one thousand nine hundred and sixteen, at Seattle, King County, Washington, aforesaid, in the division and district aforesaid, unlawfully and feloniously did enter upon the records and memoranda kept by said Oregon-Washington Railroad & Navigation Company that the said Frazier Transfer Company would deliver the said whiskey so shipped as aforesaid to the steamship line for continued shipment and transportation to Petersburg, Alaska, a copy of which false entry is upon the record and memoranda kept by a common carrier, and is in the following words and figures, to wit: [42]

UNION PACIFIC SYSTEM.

Seattle, Wn. 9/19/16.	Station 15660½	1916
Consignee James Brennan	Freight)	
Destination Petersburg, Alaska.	Bill No.) _____	
Route _____		

(Point of Origin to Destination)

To OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, Dr.,

For Charges on Articles Transported:

Waybilled From	Waybill Date and No.	Full Name of Shipper.
San Fran. Cal.	9-12-16 2424	J. M. Hunt Co.
		Car Initials and No.
		U. P. 95347

Point and Date of Shipment

Connecting Line Reference

Previous Waybill References

Original Car, Initials and No.

Number of Packages,

Articles and Marks.	Weight.	Rate.	Freight.	Advances.	Total.
34 CS. WHKY.	6970				
2 BBL. WHISKY	870				

DECLARATION PAPERS ATTACHED

*Total Prepaid

\$

Received payment for the com-	Total	_____
pany, _____191—	Prepaid	_____
Lloyd Trans. Co.	To Collect	_____
per R. B. Brennan		

Make Checks Payable to the Com-
pany.

*For use at junction points on freight subject to connecting line settle-
ment.

[43]

And the grand jurors aforesaid, upon their oaths aforesaid, do further present: That further in pursuance of said unlawful conspiracy, confederation and agreement, and to effect the object of the same, the said Jesse Moore Hunt Company on or about the second day of September, A. D. one thousand nine hundred and sixteen, at San Francisco aforesaid, unlawfully and feloniously did enter upon the record and memoranda kept by the said The Southern Pacific Company that the said John Amber of McCarthy, Alaska was the consignee thereof, a copy of which record and memoranda is in the following words and figures, to wit: [44]

Uniform Bill of Lading—Standard form of Straight Bill of Lading approved by the Interstate Commerce Commission by Order No. 787 of June 27, 1908, including provisions to conform with the requirements of the Cummins Amendment to the act to regulate Commerce, effective June 2, 1915.

STRAIGHT BILL OF LADING—ORIGINAL—
NOT NEGOTIABLE.

Shippers No. —

SHIPPING ORDER, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading by

SOUTHERN PACIFIC COMPANY.

Agents No. —

at San Francisco 9/2/16— 191— from JESSE
MOORE HUNT CO.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to the said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any part of said property, that every service to be performed hereunder shall be subject to all the conditions whether printed or written, herein contained (including con-

ditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns.

The Rate of Freight from _____ to _____ is in Cents per 100 lbs.

IF TIMES 1st	IF 1st CLASS	IF 2d CLASS	IF 3d CLASS
IF 4th CLASS	IF 5th CLASS	IF A CLASS	IF B CLASS
IF C CLASS	IF D CLASS	IF E CLASS	IF COMMODITY

(Mail Address—Not for purposes of Delivery.)

Consigned to John Amber

Destination McCarthy, Alaska

State of _____

Route c/o Pielow Transfer Co.,

County of _____

at Seattle.

Car Initial G. H. Car No. 34520

c/o O. & W. out of Portland.

Continued on next page.

[45]

No. Pack- ages.	Description of Articles and Special Marks.	Weight (Subject to Correction.)	Class or Rate.	Check Column.
8	Brls. Whiskey			
10	Large Cases Whiskey			

Received subject to indefinite delay on a/c impending strikes.

Minimum car ordered loaded by shipper.

If Charges are to be prepaid, write or stamp here, "To be prepaid."

.....

Received \$_____ to apply in prepayment of the charges on the property described hereon.

.....

Agent or Cashier.

Per

(The signature here acknowledges only the amount prepaid.

Charges Advanced:

\$

..... Agent.

Per

JESSE MOORE HUNT CO.,

Shipper.

(This Bill of Lading is to be signed by the shipper and agent of the carrier, issuing same.)

Per W. Dickson.

[46]

And the grand jurors aforesaid, upon their oaths aforesaid, do further present: That further in pursuance of said unlawful conspiracy, confederation and agreement, and to effect the object of the same, the said William Frazier on or about the ninth day of September, A. D. one thousand nine hundred and sixteen, at Seattle, King County, Washington, aforesaid, in the division and district aforesaid, unlawfully and feloniously did enter upon the records and memoranda kept by said Oregon-Washington Railroad & Navigation Company that the said Pielow Transfer Company would deliver the said whiskey so shipped as aforesaid to the steamship line for continued shipment and transportation to McCarthy, Alaska, a copy of which false entry is upon the record and memoranda kept by a common carrier, and is in the following words and figures, to wit: [47]

UNION PACIFIC SYSTEM.

Sea.	Station 9-9	1916
Consignee John Amber	Freight)	
Destination, McCarthy, Ala.	Bill No.) 14202	
Route		

(Point of Origin to Destination)

To OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, Dr.,

For Charges on Articles Transported:

Waybilled From	Waybill Date and No.	Full Name of Shipper.
San Fran.	593 9/2	J. M. Hunt

Car Initials and No.

GH. 34520

Point and Date of Shipment	Connecting Line Reference
Previous Waybill References	Original Car, Initials and No.

Number of Packages,		Articles and Marks.	Weight.	Rate.	Freight.	Advances.	Total.
8 BBls. Whiskey							
10 Large Cs. "			6850				
		Dec. papers attn.					
		*Total Prepaid					
		\$					
		Received payment for the Com-		Total			
pany		191—		Prepaid			
		Pielow Trans. Co.		To Collect			
		Per P. Boyd.		Make Checks Payable to the Com-			
				pany.			

*For use at junction points on freight subject to connecting line settlement.

[48]

And the grand jurors aforesaid, upon their oaths aforesaid, do further present and charge: That the said defendants, to wit, the said Logan Billingsley and the said Fred Billingsley and the said William H. Pielow, and said William Frazier, at the time and place and in the manner and form as in this indictment set out unlawfully and feloniously did conspire, confederate and agree with each other and with the said Charles Young and with the said Jesse Moore Hunt Company and the said Edward P. Baker and the said Harry C. Hunt and with divers and sundry other persons to the grand jurors unknown to commit an offense against the United States of America, contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States of America.

CLAY ALLEN,

United States Attorney,

WINTER S. MARTIN,

Assitant United States Attorney.

[Endorsed]: Indictment for vio. Act. Feb. 4, 1887, amended by Act of June 29, 1906, entitled "An Act to Regulate Commerce." A True Bill. Henry S. Volkmar, Foreman Grand Jury. Presented to the Court by the Foreman of the Grand Jury in open Court and in the presence of the Grand Jury, and filed in the U. S. District Court. Dec. 22, 1916. Frank L. Crosby. [49]

*In the District Court of the United States for the
Western District of Washington, Northern Di-
vision.*

No. 3500.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

LOGAN BILLINGSLEY et al.,

Defendants.

Arraignment and Plea.

Now on this 28th day of December, 1916, into open court comes the said defendant Logan Billingsley, for arraignment, accompanied by his counsel Vanderveer & Cummings, and being asked if the name by which he is indicted is his true name, replies it is. Whereupon the reading of the indictment is waived and he here and now enters his plea of guilty to Count I in the indictment. Plea to Count II is postponed at this time. Judgment and sentence continued.

Journal 6, page 30. [50]

*In the District Court of the United States for the
Western District of Washington, Northern Di-
vision.*

No. 3492, No. 3498, No. 3499, No. 3500, No. 3551.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

LOGAN BILLINGSLEY et al.,

Defendants.

**Motion to Withdraw Pleas of Guilty and Enter Pleas
of Not Guilty.**

Now, on this 19th day of April, defendants Logan Billingsley, Fred Billingsley and Ora Billingsley appear in court with counsel Wm. R. Bell and move to withdraw pleas of guilty heretofore entered, and enter pleas of not guilty, Clarence L. Reams and Clay Allen appearing for the Plaintiff. The motion is argued by respective counsel and motion denied by the Court. Exception is granted. The Government moves for judgment and sentence at this time.

Journal '6, page 147. [51]

*In the District Court of the United States for the
Western District of Washington, Northern Di-
vision.*

No. 3500.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

LOGAN BILLINGSLEY, FRED BILLINGSLEY
and ORA BILLINGSLEY,

Defendants.

Sentence of Logan Billingsley.

Comes now on this 19th day of April, 1917, the said defendant Logan Billingsley, into open court for sentence, and being informed by the Court of the indictment herein against him and of his conviction of record herein, he is asked whether he has any legal cause to show why sentence should not be passed and judgment had against him, he nothing says save as he before hath said.

WHEREFORE, by reason of the law and the premises, it is considered, ordered and adjudged by the Court that the defendant is guilty of the crime of violation Act Feb. 4, 1887, as amended by Act of June 29, 1906, and that he be punished by being imprisoned in the United States Penitentiary at McNeil Island, Pierce County, Washington, or in such other place as may be hereafter provided for the imprisonment of offenders against the laws of the United States, for the term of thirteen months, to run concurrently with sentences in Nos. 3492 and

3551, at hard labor, from and after this date. And the said defendant is now hereby ordered into the custody of the United States Marshal to carry this sentence into execution.

Judgment and Decree Book No. 2, page 158.
[52]

*In the District Court of the United States for the
Western District of Washington, Northern Di-
vision.*

No. 3500.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

LOGAN BILLINGSLEY, FRED BILLINGSLEY
and ORA BILLINGSLEY.

Defendants.

Petition for Writ of Error.

To the Hon. JEREMIAH NETERER, Judge of the
Above-entitled Court:

The above-named defendant, Logan Billingsley, respectfully petitions that a writ of error may be issued wherein and whereby the order and judgment of this Court made and entered herein on the 19th day of April, 1917, denying the motion of the said defendant to be permitted to withdraw his plea of guilty to the indictment herein, and to substitute therefor a plea of not guilty was denied and thereafter sentence was pronounced against the said defendant upon motion of the District Attorney for this district made upon said day, may be reviewed by the Circuit Court of Appeals of the United States

for the Ninth Circuit, and also petition this Court that in the said order allowing said writ of error to issue it be further provided that the judgment and sentence above mentioned be superseded and stayed, and that the said defendant be admitted to bail pending the disposition of the said writ of error by the said Circuit Court of Appeals of the Ninth Circuit.

Respectfully submitted this the 10th day of May, 1917.

WALTER B. ALLEN,
Attorney for Defendant.

[Endorsed]: Petition. Filed in the U. S. District Court, Western District of Washington, Northern Division. May 10, 1917. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy. [53]

*In the District Court of the United States for the
Western District of Washington, Northern Di-
vision.*

No. 3500.

UNITED STATES OF AMERICA,
Plaintiff,

vs.

LOGAN BILLINGSLEY and FRED BILLINGS-
LEY and FRED BILLINGSLEY et al.,
Defendants.

Assignment of Errors.

Comes now the above-named defendant, Logan Billingsley, and files the following assignment of er-

rors upon which he will reply in the prosecution of the writ of error in the above-entitled cause:

I.

That the United States District Court for the Western District of Washington, Northern Division, erred in denying the defendant the right to withdraw his plea of guilty.

II.

That the United States District Court in and for the Western District of Washington, Northern Division, erred in refusing to permit the said defendant to withdraw his plea of guilty and to substitute a plea of not guilty.

III.

That the said Court erred in passing the sentence upon the said defendant.

IV.

That the said Court erred in holding that the indictment herein states facts sufficient to constitute an offense under the laws of the United States.

WHEREFORE the said defendant and plaintiff in error prays that the judgment of the said court be reversed, and such directions be given that the alleged errors may be corrected and [54] law and justice done in the matter.

WALTER B. ALLEN,
Attorney for the Defendant and Plaintiff in
Error.

[Endorsed]: Assignment of Error. Filed in the U. S. District Court, Western District of Washington, Northern Division. May 10, 1917. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy. [55]

*In the District Court of the United States for the
Western District of Washington, Northern Di-
vision.*

No. 3,500.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

LOGAN BILLINGSLEY, FRED BILLINGSLEY
et al.,

Defendants.

Order for Writ of Error.

This, the 10th day of May, 1917, came the defendant, Logan Billingsley, by his attorneys, and filed herein and presented to the Court his petition praying for the allowance of a writ of error intended to be urged by him, praying also that a transcript of the records and proceedings and papers upon which the judgment herein was rendered, duly authenticated, may be sent to the United States Court of Appeals for the Ninth Circuit, and that such other and further proceedings may be had as may be proper in the premises.

On consideration whereof the Court does allow the writ of error, and the same shall act as a supersedeas staying the execution of the sentence imposed herein until the determination by said Circuit Court of Appeals thereof.

JEREMIAH NETERER,
United States District Judge.

[Endorsed]: Order for Writ of Error. Filed in the U. S. District Court, Western Dist. of Washington, Northern Division. May 12, 1917. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy. [56]

*In the District Court of the United States for the
Western District of Washington, Northern Di-
vision.*

No. 3,492.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

LOGAN BILLINGSLEY and FRED BILLINGS-
LEY,

Defendants.

No. 3,500.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

LOGAN BILLINGSLEY and FRED BILLINGS-
LEY,

Defendants.

No. 3,551.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

LOGAN BILLINGSLEY and FRED BILLINGS-
LEY,

Defendants.

Bail Bond.

KNOW ALL MEN BY THESE PRESENTS: That we, Logan Billingsley and Fred Billingsley, as principals, and Rollin Sanford and E. J. Whitty, as sureties, are held and firmly bound unto the United States of America in the full and just sum of Seven Thousand (\$7,000) Dollars, payment whereof well and truly to be made we bind ourselves and each of us, our heirs, executors and assigns, jointly and severally firmly by these presents.

The condition of the above obligation is such that whereas, in the above-entitled causes in which the United States of America, is plaintiff, and Logan Billingsley and Fred Billingsley, are defendants, a writ of error has been issued to the Circuit Court of Appeals for the Ninth Circuit, from the judgment entered in each of said causes and an order has been entered in each of said [57] causes fixing the amount of the bail bond for the release of the said Logan Billingsley and Fred Billingsley, upon bail pending the determination of said writs of error by said appellate court in the sum of Seven Thousand (\$7,000) Dollars, and the said order is further conditioned that the said bond shall be a joint and several bond and shall serve as a single bond for each of the above causes of action, but in no case shall the sureties hereon be liable in all of the three causes herein taken jointly, in excess of said seven Thousand (\$7,000) Dollars.

Now, therefore, if the said Logan Billingsley and Fred Billingsley, as principal obligors, shall each

and both appear and surrender himself, and themselves, in said above-entitled court, and from time to time thereafter as he or they or either of them may be required to answer any further proceedings, and they and each of them shall obey and perform any judgment or order which may be had or rendered therein in either of the said cases above mentioned, and they and each of them shall abide by and perform any judgment or order which may be rendered in the said United States Circuit Court of Appeals for the Ninth Circuit, and shall not depart from the said district without leave thereof, then this obligation shall be null and void; otherwise of full force and effect.

IN WITNESS WHEREOF, we have set our hands and seals this, the 10th day of May, 1917.

LOGAN BILLINGSLEY.

FRED BILLINGSLEY.

ROLLIN SANFORD.

E. J. WHITTY.

O. K.—ALLEN, U. S. Atty.

JEREMIAH NETERER, Judge.

State of Washington,

County of King,—ss.

Rollin Sanford and E. J. Whitty, being first duly sworn, each for himself and not one for the other, on oath deposes and says: That he is a citizen of the United States [58] over the age of twenty-one years, and a resident of King County, Washington; that he is not an attorney, counselor at law, sheriff or other officer of any court; that he is worth in his own separate property within the State of Washington, over and above all his just debts and liabilities, ex-

clusive of property from sale on execution, the sum of Seven Thousand Dollars.

ROLLIN SANFORD.

E. J. WHITTY.

Subscribed and sworn to before me this 10th day of May, 1917.

[Seal]

R. W. GARDNER,

Notary Public in and for the State of Washington,
Residing at Seattle.

[Endorsed]: Bail Bond. Filed in the U. S. District Court, Western District of Washington, Northern Division. May 10, 1917. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy. [59]

*United States Circuit Court of Appeals for the
Ninth Circuit.*

No. 3,500.

Writ of Error (Copy).

United States of America,
Ninth Judicial District.

The President of the United States of America, to the
Honorable Judge of the District Court of the
United States for the Western District of Wash-
ington, Northern Division, GREETING:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which was made and entered in the said District Court before you, between the United States of America, as plaintiff, and Logan Billingsley, as defendant, being No. 3,500 of the records of the said District Court in and

for the Western District of Washington, Northern Division, it is concluded a manifest error it is alleged hath happened to the great damage of the said Logan Billingsley, as defendant, as by his complaint appears, we, being willing that error, if any hath been, should be duly corrected and full and complete justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the records and proceedings aforesaid, with all matters concerning the same, to the United States Circuit Court of Appeals for the Ninth Circuit, together with this writ, so that you have the same at Seattle, in said Circuit, within thirty days from the date hereof, the said Circuit Court of Appeals to be then and there held, that the records and proceedings aforesaid being inspected, the said Circuit Court of Appeals may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States should be done.

JEREMIAH NETERER,

District Judge. [60]

[Endorsed]: Writ of Error. Filed in the U. S. District Court, Western Dist. of Washington, Northern Division. May 12, 1917. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy. [61]

*In the Circuit Court of Appeals of the United States
for the Ninth Circuit.*

No. 3,500.

Citation (Copy).

To the United States of America and to the Hon.
CLAY ALLEN, District Attorney for the West-
ern District of Washington, Northern Division,
GREETING:

You are hereby cited and admonished to be and appear at a session of the United States Circuit Court of Appeals for the Ninth Circuit, to be held in the City of Seattle, in said Circuit, on the first day of the September Term, 1917, next, pursuant to a writ of error filed in the Clerk's office of the District Court of the United States for the Western District of Washington, Northern Division, wherein Logan Billingsley is plaintiff in error and you are the defendant in error, to show cause, if any there be, why the judgment rendered against the plaintiff in error, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

JEREMIAH NETERER,
United States District Judge.

[Endorsed]: Citation. Filed in the U. S. District Court, Western Dist. of Washington, Northern Division. May 12, 1917. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy. [62]

*In the United States Circuit Court of Appeals for
the Ninth Circuit.*

No. 3,500.

LOGAN BILLINGSLEY et al.,

Plaintiffs in Error,

vs.

UNITED STATES OF AMERICA,

Defendant in Error.

**Order Extending Time to July 15, 1917, to File
Record.**

This matter coming on for hearing upon petition of the plaintiffs in error, Logan Billingsley, for an order extending the return time until July 15th,—

IT IS HEREBY ORDERED that the return day upon said Writ of Error be, and the same hereby is extended up to and including the 15th day of July, 1917.

Done in open court this 7th day of June, 1917.

JEREMIAH NETERER,

Judge.

[Endorsed]: Order. Filed in the U. S. District Court, Western Dist of Washington, Northern Division. June 7, 1917. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy. [63]

*In the District Court of the United States for the
Western District of Washington, Northern Di-
vision.*

No. 3,500.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

LOGAN BILLINGSLEY et al.,

Defendants.

**Order Extending Time to August 1, 1917, to File
Record.**

Upon motion of the defendants herein it appearing to the Court that good cause exists therefor;

It is hereby ordered that the return day in the above numbered cause upon the Writ of Error be, and the same hereby is extended up to and including the 1st day of August, 1917.

JEREMIAH NETERER,

Judge.

Filed in the U. S. District Court, Western Dist. of Washington, Northern Division. July 12, 1917. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy.
[64]

*In the District Court of the United States for the
Western District of Washington, Northern Di-
vision.*

No. 3,500.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

LOGAN BILLINGSLEY,

Defendant.

Praeipie for Transcript of Record.

To the Clerk of the Above-Entitled Court:

You will please prepare record on Writ of Error consisting of: Indictment; Plea; Request to Alter Plea and Denial; Sentence; Petition for Writ of Error; Assignment of Errors; Order for Writ; Writ of Error; Citation; Bond; Order Extending Return Writ.

WALTER B. ALLEN.

[Endorsed]: Praeipie. Filed in the U. S. District Court. July 12, 1917. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy.

I waive the provisions of the Act approved February 13, 1911, and direct that you forward typewritten transcript to the Circuit Court of Appeals for printing as provided under Rule 105 of this Court.

WM. R. BELL,
Attorney for Defendants. [65]

*In the District Court of the United States for the
Western District of Washington, Northern Di-
vision.*

No. 3,500.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

LOGAN BILLINGSLEY and FRED BILLINGS-
LEY,

Defendants.

Clerk's Certificate to Transcript of Record, etc.

United States of America,

Western District of Washington,—ss.

I, Frank L. Crosby, Clerk of the United States District Court, for the Western District of Washington, do hereby certify that the foregoing 65 pages numbered from 1 to 65, inclusive, to be a full, true, correct and complete copy of so much of the record, papers and other proceedings in the above and foregoing entitled cause, as are necessary to the hearing of said cause on Writ of Error therein in the United States Circuit Court of Appeals for the Ninth Circuit and as is stipulated for by counsel of record herein, as the same remain of record and on file in the office of the Clerk of said District Court, and that the same constitute the record on return to said Writ of Error herein from the judgment of said United States District Court for the Western District of Washington to the United States Circuit Court of Appeals for the Ninth Circuit.

I further certify the following to be a full, true and correct statement of all expenses, costs, fees and charges incurred and paid in my office by or on behalf of the plaintiffs in error for making record, certificate or return to the United States Circuit Court of Appeals for the Ninth Circuit in the above-entitled cause, to wit: [66]

Clerk's fee (Sec. 828 R. S. U. S.) for making record, certificate or return, 129 folios at 15¢.....	\$19.35
Certificate of Clerk to transcript of record, 4 folios at 15¢.....	.60
Seal to said Certificate.....	.20
<hr/>	
Total.....	\$20.15

I hereby certify that the above cost for preparing and certifying record amounting to \$20.15 has been paid to me by Walter B. Allen, Esq., attorney for plaintiffs in error.

I further certify that I hereto attach and herewith transmit the original Writ of Error and original Citation issued in this cause.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of said District Court, at Seattle, in said District, this 25th day of July, 1917.

[Seal]

FRANK L. CROSBY,
Clerk U. S. District Court.

By Leeta D. Manning,
Deputy. [67]

*United States Circuit Court of Appeals for the
Ninth Circuit.*

3500.

Writ of Error (Original).

United States of America,
Ninth Judicial District.

The President of the United States of America, to
the Honorable Judge of the District Court of the
United States for the Western District of
Washington, Northern Division, GREETING:

Because in the record and proceedings, as also in
the rendition of the judgment of a plea which was
made and entered in the said District Court before
you, between the United States of America, as plain-
tiff, and Logan Billingsley, as defendant, being
No. 3500 of the records of the said District Court in
and for the Western District of Washington, North-
ern Division, it is contended a manifest error it is
alleged hath happened to the great damage of the
said Logan Billingsley, as defendant, as by his com-
plaint appears, we, being willing that error, if any
hath been, should be duly corrected and full and com-
plete justice done to the parties aforesaid in this be-
half, do command you, if judgment be therein given,
that then under your seal, distinctly and openly, you
send the records and proceedings aforesaid, with all
matters concerning the same, to the United States
Circuit Court of Appeals for the Ninth Circuit, to-
gether with this writ, so that you have the same at

Seattle in said Circuit within thirty days from the date hereof, the said Circuit Court of Appeals to be then and there held, that the records and proceedings aforesaid being inspected, the said Circuit Court of Appeals may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States should be done.

JEREMIAH NETERER,

District Judge. [68]

[Endorsed]: Original. No. 3500. In the Superior Court of the State of Washington, for the County of King. United States of America, Plaintiff, vs. Logan Billingsley et al., Defendants. Writ of Error. Filed in the U. S. District Court, Western Dist. of Washington, Northern Division. May 12, 1917. Frank L. Crosby, Clerk. By Ed L. Lakin, Deputy. [69]

*The Circuit Court of Appeals of the United States,
for the Ninth Circuit.*

3500.

Citation (Original).

To the United States of America and to the Hon.
CLAY ALLEN, District Attorney for the
Western District of Washington, Northern
Division, GREETING:

You are hereby cited and admonished to be and appear at a session of the United States Circuit Court of Appeals for the Ninth Circuit, to be held in the city of Seattle, in said Circuit, on the first day of the September Term 1917, next, pursuant to a

writ of error filed in the Clerk's Office of the District Court of the United States for the Western District of Washington, Northern Division, wherein Logan Billingsley is plaintiff in error and you are the defendant in error, to show cause, if any there be, why the judgment rendered against the plaintiff in error, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

JEREMIAH NETERER,

United States District Judge. [70]

[Endorsed]: Original. No. 3500. In the Superior Court of the State of Washington, for the County of King. United States of America, Plaintiff, vs. Logan Billingsley et al., Defendants. Citation. Filed in the U. S. District Court, Western Dist. of Washington, Northern Division. May 12, 1917. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy. [71]

[Endorsed]: No. 3023. United States Circuit Court of Appeals for the Ninth Circuit, Logan Billingsley, Plaintiff in Error, v. The United States of America, Defendant in Error. Transcript of Record. Upon Writ of Error to the United States District Court of the Western District of Washington, Northern Division.

Filed July 28, 1917.

F. D. MONCKTON,

Clerk of the United States Circuit Court of Appeals
for the Ninth Circuit.

By Paul P. O'Brien,
Deputy Clerk.

*United States District Court, Western District of
Washington, Northern Division.*

No. 3500.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

LOGAN BILLINGSLEY et al.,

Defendants.

**Order Extending Return Day to and Including
August 1, 1917.**

Upon motion of the defendants herein it appearing to the Court that good cause exists therefor,—

IT IS HEREBY ORDERED that the return day in the above-numbered causes upon the writ of error be, and the same hereby is extended up to and including the 1st day of August, 1917.

JEREMIAH NETERER,

Judge.

[Endorsed]: No. 3500. United States District Court, Western District of Washington, Northern Division. United States of America, Plaintiff, vs. Logan Billingsley et al., Defendants. Order. Filed in the U. S. District Court, Western Dist. of Washington, Northern Division. Jul. 12, 1917. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy.

*In the United States Circuit Court of Appeals, for
the Ninth Circuit.*

No. 3500.

LOGAN BILLINGSLEY et al.,

Plaintiffs in Error,

vs.

UNITED STATES OF AMERICA,

Defendant in Error,

**Order Extending Return Day to and Including July
15, 1917.**

This matter coming on for hearing upon petition of the plaintiff in error, Logan Billingsley, for an order extending the return time until July the 15th,—

IT IS HEREBY ORDERED that the return day upon said Writ of Error be, and the same hereby is extended up to and including the 15th of July, 1917.

Done in open court this 7th day of June, 1917.

JEREMIAH NETERER,

Judge.

[Endorsed]: Filed in the U. S. District Court, Western Dist. of Washington, Northern Division. Jun. 7, 1917. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy.

No. 3023. United States Circuit Court of Appeals for the Ninth Circuit. Two Orders Under Rule 16 Enlarging Time to July 15, 1917, to File Record thereof and to Docket Case. Filed Jul. 28, 1917. F. D. Monckton, Clerk.

